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RAILROAD REALTY SERVICES

CONSULTANT • AGENT • CONTRACTOR
MEMBER: INTERNATIONAL RIGHT OF WAY ASSOCIATION

December 9, 1999

VIA ACCESS COURIER

Colleen E. Michuda, Esq.
Thompson Coburn LLP
One Mercantile Center
St. Louis, Missouri 63101

Dear Colleen:

Per your recent request on behalf of your client, Solutia, Inc., enclosed are duplicate original "Right of Entry License Agreement" forms, permitting your client to enter and occupy approximately 1 acre of Terminal Railroad Association of St. Louis property near Cahokia, Illinois for a period of 6 months.

Please have your client execute both originals where indicated and return same to me, along with their check made payable to "Terminal Railroad Association of St. Louis" (Fed Tax I.D. 43-6003713), in the amount of \$3,000.00. We will return one fully-executed license agreement immediately thereafter.

Please telephone in the event I may be of additional service.

Sincerely,



Shawn T. Canavan
(314) 241-0313

RIGHT OF ENTRY LICENSE AGREEMENT

THIS RIGHT OF ENTRY LICENSE AGREEMENT ("License") is made and entered into as of this _____ day of _____, _____, by and between **TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS**, a Missouri corporation ("Railroad"), and **SOLUTIA INC.**, a Delaware corporation ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN RAILROAD AND LICENSEE AS FOLLOWS:

1. Grant of License. In consideration of, among other things, the License Fee (as defined below) to be paid by Licensee to Railroad, in further consideration of the covenants and agreements herein contained to be by Licensee kept, observed and performed, and subject to the terms hereof and during the term of this License only, Railroad hereby grants to Licensee the nonexclusive right to enter upon and have ingress to and egress from the property, which is depicted and/or described on Exhibit A attached hereto and incorporated herein by reference (the "Property"), for the purpose of performing the work described in Exhibit B attached hereto and incorporated herein by reference (collectively, "Licensee's Work"). Licensee shall have no right to enter the Property except for the purposes expressly provided for in this License.

2. License Fee. In consideration for the use of

the Property and/or the rights granted hereunder, Licensee shall pay to Railroad a license fee of **Three Thousand Dollars (\$3,000.00)** (the "License Fee") on or before the Commencement Date.

3. Term. The term of this License shall commence on **January 2, 2000** (the "Commencement Date") and shall continue until **June 1, 2000**, unless sooner terminated as herein provided or at such time as Licensee has completed Licensee's Work on the Property, whichever is sooner. Licensee agrees to notify the Railroad Representative (as defined below) in writing when it has completed Licensee's Work on the Property.

4. Notice. All notices, demands, requests, consents or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when delivered personally or deposited in the United States Certified or Registered Mail, postage prepaid or when received by facsimile transmission, to the following:

Railroad:

Terminal Railroad Association of St. Louis
Attn: C.R. (Rick) McQueen
700 North Second Street - 2nd Floor
St. Louis, Missouri 63102
Tel: (314) 539-4724

Fax: (314) 539-4729

Licensee:

Solutia Inc.

Attn: D. Michael Light

Manager - Remedial Projects

575 Maryville Center Drive

St. Louis, Missouri 63141

Tel: (314) 674-1617

Fax: (314) 674-8957

or to each other address as either party may designate from time to time. All consents and approvals provided for herein must be in writing to be valid. **In the event of an emergency requiring the Railroad's immediate attention or action, Licensee is directed to contact Railroad's Yardmaster on duty (24 hours) at (618) 451-8411.** Notwithstanding the potential availability of Railroad's Yardmaster, Licensee remains obligated to provide written notice in the manner provided for herein and in accordance with the time frames set forth in this License.

5. **Railroad Representative.** In connection with this License, the "Railroad Representative" shall be: C.R. (Rick) McQueen, Railroad's Manager - Engineering Services and Administration.

6. **Limitation and Subordination of Rights Granted.** The grant of right hereunder is subject and subordinate to the prior and continuing right and obligation of Railroad to use and maintain its entire property and the Property, including, without limitation, the right and power of Railroad to construct, maintain, repair, renew,

use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics or other cables, wirelines, pipelines and other facilities upon, and/or any other permitted use, along or across any or all parts of the Property, all or any of which may be freely done at any time or times by Railroad, in Railroad's sole discretion, without liability to Licensee or to any other party for compensation or damages. Railroad makes no representation or warranty concerning its title, interest and/or rights with respect to the Property. Licensee acknowledges and agrees that it has relied solely upon its own judgment, investigation and due diligence (including, but not limited to, review of matters of title or record and of fact, with the advice and assistance of counsel, in making and entering into this License, and there is no implied or express covenant, agreement, representation or warranty with respect to Railroad's ability to grant any right (including, but not limited to, the rights granted in Section 1 hereof) to Licensee hereunder. The grant of right hereunder is also subject to all outstanding superior rights (including, but not limited to, those grants, if any, in favor of other licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or covenant for quiet enjoyment.

7. **Licensee To Bear Entire Expense.** Licensee shall bear the entire cost and expense incurred in connection with Licensee's Work or any other work contemplated by this License, including, without limitation, any and all expense which may be incurred by Railroad in connection with

supervision or inspection, or otherwise.

8. Notice of Commencement of Licensee's Work; Flagging. Licensee agrees to notify the Railroad Representative at least 48 hours in advance of Licensee commencing its work. In addition to the foregoing notice, Licensee also shall notify the Railroad Representative at least 24 hours in advance of proposed performance of any work by Licensee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad Representative will determine and inform Licensee whether a flagman need be present and whether Licensee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by Railroad, such services will be provided at Licensee's expense in accordance with *Terminal Railroad Association of St. Louis Flagman Protection Requirements* then in effect and with the understanding that if Railroad provides any flagging or other services, Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein. Licensee shall not commence any work for which notice is required hereunder unless and until the Railroad Representative has responded to Licensee's notice hereunder, and Licensee may request that said response by the Railroad Representative be provided in writing to Licensee.

9. Performance of Licensee's Work.

(a) Licensee's Work shall be prosecuted diligently to completion and shall be performed during normal working hours and at no other time without the prior written consent of the Railroad Representative.

(b) Licensee's Work shall: (i) be conducted and performed in strict conformity with all Federal Railroad Administration regulations and applicable federal, state, quasi-governmental, municipal or other applicable laws and regulations; (ii) be performed in a manner satisfactory to the Railroad Representative and in accordance with his directives; and (iii) be performed in strict conformity with the guidelines set forth in the applicable sections of the current edition of the American Railway Engineering Association's *Manual For Railway Engineering* ("AREA Manual"). Upon request by the Railroad Representative, Licensee shall promptly submit written specifications or plans regarding Licensee's Work to the Railroad Representative, which specifications or plans may be approved, disapproved or modified by the Railroad Representative. In the event that directives from the Railroad Representative or guidelines set forth within the AREA Manual conflict in any respect with the requirements of any federal, state, quasi-governmental, municipal or other applicable law or regulations, such applicable law or regulations shall govern on all points of conflict, but in all other respects the AREA Manual or directives from the Railroad Representative shall apply. Directives from the Railroad Representative shall take precedence over the AREA Manual (but not applicable law or regulation); however, such directives shall not

constitute any representation or warranty that such directives comply with applicable law or regulations, nor shall the Railroad Representative's directives relieve Licensee of any of its obligations hereunder.

(c) Licensee agrees to maintain and/or obtain any necessary certifications, licenses or approvals and file any required reports, tariffs or notices needed to effectuate the terms of this License.

(d) Railroad shall have the right (but not the obligation) to supervise Licensee's Work.

(e) Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of Licensee's Work. Licensee shall use only such work methods as are consistent with safety, both as concerns Licensee, Licensee's officers, agents and employees, Railroad's officers, agents, employees and the property of Railroad and the public in general. Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. Licensee shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site. Licensee shall have a non-delegable duty to control its employees, while they are on the Property or any

other property of Railroad, to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of work by the employee. All heavy equipment brought onto the Property shall be equipped with audible back-up warning devices. If, in the sole opinion of the Railroad Representative, any of Licensee's or any of its sub-licensee's equipment is unsafe for use on the Property, Licensee, at the request of the Railroad Representative, shall remove such equipment from the Property. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroad's tracks except at existing, open, public crossings.

(f) Licensee shall provide each and every person who works on the Property in connection with any of Licensee's Work with a copy of the safety notice attached hereto as Exhibit C and shall cause each and every such person to review said notice and comply with the instructions therein. Licensee shall further provide each and every foreman and supervisor who supervises or directs any of Licensee's Work on the Property with a copy of this License and shall cause each and every such foreman and supervisor to review and comply with this License in its entirety.

10. Non-Interference. Licensee's Work shall be performed so as not to obstruct or interfere with any underground or above ground water pipes, gas mains, sewers, fiber optic cables, wires, signal, communication lines, and other

installations, facilities and improvements installed in, on, under or above the Property and any adjacent property owned by Railroad. Furthermore, Licensee's Work shall cause no interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of Railroad, its lessees, licensees or others, unless specifically permitted under this License or specifically authorized in advance by the Railroad Representative. If, at any time, Licensee's Work results in any effect which Railroad deems undesirable or harmful, or causes any interference or obstruction prohibited hereunder, as determined by Railroad, in its sole discretion, Railroad shall, at the sole expense of Licensee, immediately take such action as may be necessary to eliminate such interference, obstruction, or harmful or undesirable effect to the satisfaction of Railroad.

11. Restoration of Railroad's Property.

Licensee agrees that, at the conclusion of Licensee's Work, or upon the expiration or earlier termination of this License, whichever is first to occur, Licensee shall immediately restore the Property and any adjacent property owned by Railroad to the same, or as good, condition as existed before such work was commenced, all at Licensee's sole cost and expense. In the event that Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of Railroad in connection with Licensee's Work, then in that event Licensee shall, as soon as practicable (irrespective of whether Licensee's Work is concluded or this License has expired) and at Licensee's sole expense, restore such

fence and other property to the same condition as existed before such fence was taken down or such other property was moved or disturbed.

12. Removal of Licensee's Personalty. Licensee agrees that any property, including without limitation, any and all tools, equipment or construction materials, whether belonging to Licensee or leased or hired thereby, that is brought onto the Property in connection with this License (collectively, "Licensee's Personalty") is done so at Licensee's sole and absolute risk. Within thirty (30) days of the termination of this License, Licensee shall, at Licensee's sole expense, remove Licensee's Personalty and restore any property affected by said removal (whether Railroad's or otherwise) to as good a condition as it was in before Licensee's Work was originally performed, all to the reasonable satisfaction of Railroad. If Licensee fails to do the foregoing, Licensee's Personalty shall be deemed abandoned by Licensee and shall become the property of Railroad and Railroad, at its option, may perform the work of removal and restoration at the expense of Licensee. Railroad shall not be liable to Licensee, its lessors or vendors for any damage sustained thereby as a result of the removal of Licensee's Personalty hereunder by Railroad, nor shall such action prejudice or impair any right of action for damages or otherwise that Railroad may, at the time of such removal, have against Licensee.

13. Claims for Labor and Materials. Licensee shall fully pay for all materials joined or affixed to and labor performed upon the Property in connection with Licensee's Work and shall not

permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against such property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of, Licensee's Work, to prevent the same from becoming a charge or lien upon the Property, and so that the taxes, charges and assessments levied upon or in respect to such Property shall not be increased because of Licensee's Work or any improvement, appliance or fixture connected therewith placed thereupon, or on account of Licensee's interest or use therein. Where such tax, charge or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the Property, then Licensee shall pay to Railroad an equitable proportion of such taxes, as reasonably determined by Railroad.

14. Indemnity. As used in this Section, "Loss" includes loss, damage, claims, liens, demands, actions, causes of action, fines, charges, penalties, costs and expenses of whatsoever nature, including, but not limited to, court costs and attorneys' fees, which may result from, among other things: (a) injury to or death of persons whosoever (including, but not limited to, Railroad's officers, agents, and employees, and Licensee's officers, agents and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including, but not limited to, any telecommunications system, Licensee's property and the roadbed, tracks, equipment or other

property of Railroad, and property in either party's care or custody). As a major inducement to Railroad to enter into and in consideration of this License, Licensee agrees to indemnify, hold harmless and defend Railroad from and against any Loss which is due to, caused or contributed to, and/or which arises from: (i) the prosecution of any work contemplated by this License, including, without limitation, Licensee's Work, or any part thereof and any work performed by Licensee whatsoever, including, without limitation, any labor performed and materials furnished; (ii) the presence, operation or use of any equipment or other property in accomplishing Licensee's Work; (iii) any other matter related to or arising from this License, including, but not limited to, the execution of this License, and any asserted or alleged liability against Railroad by virtue of any approval, permission, consent, acquiescence, waiver, refusal, denial, or any other act or omission hereunder; (iv) any act or omission of Licensee, its contractors, subcontractors, agents and/or employees; and (v) any failure by Licensee, its contractors, subcontractors, agents and/or employees to comply with any applicable laws, regulations and enactments. Licensee agrees, in the event of any such action against Railroad covered by the indemnity obligations hereunder, upon notice thereof being provided by Railroad, to defend such action free of cost, charge, or expense to Railroad by counsel selected by Railroad, in its sole and absolute discretion. Under no circumstances shall Licensee have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential

damage.

15. **Insurance.** At all times during the term hereof, Licensee, its sub-licensees and contractors, shall, at its and their sole cost and expense, obtain and maintain in full force and effect, so long as this License remains in effect, the following insurance coverages:

(a) Railroad protective insurance naming Railroad as the insured and providing a minimum limit for bodily injury, liability and property damage of \$2,000,000 per occurrence and \$6,000,000 annual aggregate, which policy form shall be AAR-AASHTO with broad form coverage for "Physical Damage to Property" (ISO Form GL 00 30) or as revised ISO-RIMA (Form CG 0035) and shall include coverage for pollution arising out of fuels and lubricants brought to the job site (ISO Form CG 28 31 or equivalent); provided, however, that said railroad protective insurance shall only be required in the event that, in connection with any work by Licensee on the Property, any person or equipment will be within 50 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 50 feet of any track;

(b) General liability insurance against any and all liability for bodily injury to or death of a person or persons, and for damage to or destruction of property, occasioned by or arising out of or in connection with Licensee's Work or any work hereunder or occurring on, in or about the Property, or the property in, on, over, across,

above or under which Licensee's Work is performed, with a minimum combined single limit of \$10,000,000, which policy shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement and Broad Form Property Damage coverage;

(c) Standard "all-risk" property insurance insuring property of every kind and description of Licensee and of persons claiming by or through Licensee which may be on the Property against those risks normally encompassed in an "all-risk" policy, including, but not limited to: (i) loss or damage by fire; (ii) loss or damage from such other risks or hazards now or hereafter embraced by an "Extended Coverage Endorsement;" (iii) loss for flood if the Property is a designated flood or flood insurance Property; and (iv) such other risks as a reasonably prudent owner of similar property in the locality where the Property is located would normally insure against, which policy shall provide for the payment of full replacement cost in the event of a total destruction of Licensee's property;

(d) Workers' compensation or similar insurance offering statutory coverage and containing statutory limits and employers' liability insurance in form and amount determined by Railroad, in its sole and absolute discretion; and

(e) Automobile Public Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1,000,000 each occurrence or claim, which policy shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent

covering all motor vehicles including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, severability of interests.

The policies of insurance provided for herein shall be with companies reasonably acceptable to Railroad or with a current Best's Insurance Guide Rating of B and Class VII or better, shall name Railroad as an additional insured and/or loss payee, except as otherwise indicated above, and Licensee shall provide Railroad with copies of all the insurance policies (or other evidence of insurance satisfactory to Railroad, in its sole discretion) required hereunder prior to the Commencement Date. Said policies shall be satisfactory in form and content to Railroad and shall have been endorsed to provide that they will not be canceled or materially altered except after thirty (30) days' written notice to Railroad. Such policies of insurance shall include, to the extent available, a mutual waiver of subrogation clause in form satisfactory to Railroad. Railroad shall not be liable to Licensee or to any insurance company insuring Licensee (by way of subrogation or otherwise) for any loss or damage to any structure, building, or other tangible property, or any resulting loss of income, even though such damage or loss might have been occasioned by the negligence of Railroad or any of their agents or employees, if any such loss or damage is covered by insurance benefitting Licensee or was required of Licensee to be covered by insurance pursuant to this License. This waiver encompasses deductibles whereas the insured party shall be liable for any and all deductibles in its insurance policies and it shall

not be entitled to any payment or reimbursement thereof. Licensee warrants that this License has been thoroughly reviewed by its insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and an endorsement as required herein.

16. Termination. In the event that Licensee fails to comply with any of the terms, covenants, agreements, and conditions contained herein, then Railroad, at its option and in its sole, absolute and unfettered discretion, may terminate this License immediately upon sending written notice to Licensee. Upon sending ten (10) days' written notice to Licensee, Railroad may, at its option and in its sole discretion, terminate this License for any reason whatsoever or no reason at all. Termination of this License for cause or for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liability, accrued or otherwise, which may have arisen prior thereto. Sections 11 through 15 shall survive any termination of this License.

17. Condition of the Property. Railroad makes no representation about the quality or regulatory status of materials to be excavated, removed, treated, probed, bored, or sampled or about the conditions at any excavation, removal, treatment, probe, bore, well or sample location.

18. Disclosure of Materials. If Licensee's Work results in the preparation of any report, analysis, or study (collectively, the "Materials") concerning the Property, any other property of

Railroad and/or Railroad, Licensee shall provide Railroad with copies of all the Materials, whether in draft or final form, within ten (10) days of Licensee's receipt of the same. All Materials shall be deemed confidential. Licensee shall hold all Materials in strict confidence, shall exercise the highest degree of care and safeguarding of all Materials and shall not without Railroad's prior written consent: (i) disclose or reveal or permit to be disclosed or revealed any Materials to any persons other than employees of Licensee who are actively and directly participating in Licensee's Work and persons who are specifically retained by Licensee to assist in Licensee's Work; and (ii) disclose or reveal or permit to be disclosed or revealed any Materials to any persons, including, without limitation, any foreign, federal, state or local government authority. Licensee shall instruct all persons employed or retained by Licensee in connection with Licensee's Work or to whom Licensee discloses any Materials as permitted in the provisions of this License, that they are not to disclose any Materials to others. In the event Licensee is required by law to disclose any Materials (oral questions, interrogatories, requests for information or documents, administrative request, subpoena, civil investigative demand or similar process), it is agreed that Licensee shall: (a) provide Railroad with prompt notice of such request(s) and the documents or information requested thereby so that Railroad may seek an appropriate protective order and/or waive Licensee's compliance with the provisions of this License; and (b) cooperate with Railroad in taking any reasonable available steps to resist or narrow such request. If, in the

absence of a protective order or the receipt of a waiver hereunder, Licensee is nonetheless compelled to disclose Materials to any third-party, governmental agency or authority of any tribunal, Licensee may disclose such information to such entity without liability hereunder, provided, however, that Licensee gives Railroad written notice of the information to be so disclosed as far in advance of its disclosure as is practicable. Licensee expressly acknowledges that its breach of its obligations under this License could cause irreparable injury to Railroad and that money damages would not be a sufficient remedy for any such breach; consequently, Railroad will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach, and to all costs and expenses, including reasonable attorneys fees, which Railroad incurs in enforcing its rights hereunder. Such remedy will be in addition to all other remedies available at law or equity to Railroad. Notwithstanding the foregoing, nothing contained herein shall relieve Licensee of any of its obligations to comply with any and all reporting requirements and applicable laws.

19. Miscellaneous.

(a) Licensee shall not assign this License, in whole or in part, or any rights herein granted, without the express and prior written consent of Railroad, and it is agreed that any transfer or assignment or attempted transfer or assignment of this License or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing,

shall be absolutely void and, at the option of Railroad, shall terminate this License. Subject to the foregoing, this License shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

(b) This License sets forth the entire agreement between the parties. All prior conversations, negotiations or writings between the parties or their respective agents are merged into and superseded by this License. No amendment or modification of this License shall be binding or effective unless in writing and signed by the parties hereto.

(c) In any action to enforce or interpret this License or any provision or term hereof, Railroad shall be entitled to recover its reasonable costs and expenses, including its attorneys' fees and disbursements.

(d) This License may be executed in two or more counterparts, each of which shall constitute an original.

(e) With respect to Licensee and its business, Licensee and the signatory below represent and warrant, in particular, that Licensee and the signatory below have all necessary power and authority to execute and enter into this License and to perform the obligations hereunder.

(f) In no event shall this License be recorded by Licensee. However, either party may request the execution of a recordable memorandum of this License in a form reasonably acceptable to

Railroad, and upon such a request, both parties shall act with reasonable diligence to prepare and execute such memorandum, and the recording and attorneys' fees with respect thereto will be borne by the party requesting the execution of such memorandum.

(g) The waiver by Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach thereof.

(h) This License shall be construed in accordance with and be governed by the laws of the State in which the Property is located, and no action may be brought by either party hereto concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of this License except in the a court within the State in which the Property is located. Licensee shall cause this provision to be incorporated in all of its contracts with subcontractors for the Licensee's Work to be performed, to be binding upon all subcontractors of the Licensee in the performance of this License.

(i) If the application of any provision of this License is declared to be illegal, invalid or unenforceable under any circumstance for any reason whatsoever by a court of competent jurisdiction, such invalidity shall not affect the balance of the terms and provisions hereof or the application of the provision in question to other circumstances, all of which shall continue in full

force and effect.

(j) For purposes of this License, all references herein to the Licensee shall include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

(k) As used in this Section 10 and 14, "Railroad" includes other railroad companies using Railroad's property and their officers, agents, licensees, invitees, permittees, lessees, lessors, employees and any other person or entity acting by, through or on behalf of Railroad.

(l) Directives, approvals, disapprovals, or

modifications of any plans, specifications or other matters associated with Licensee's Work, or conduct hereunder or any supervision by Railroad or Railroad Representative of Licensee's Work or conduct hereunder; or any expression of consent, satisfaction or failure to object (collectively, "Directives") from or by the Railroad Representative or Railroad, shall not constitute any representation or warranty that such Directives comply with applicable law or regulations, nor shall such Directives relieve Licensee of any of its obligations hereunder.

IN WITNESS WHEREOF, Railroad and Licensee have executed this License as of the day and year first above written, although as a matter of convenience it may be actually signed by the parties on another day.

SOLUTIA INC., a Delaware corporation

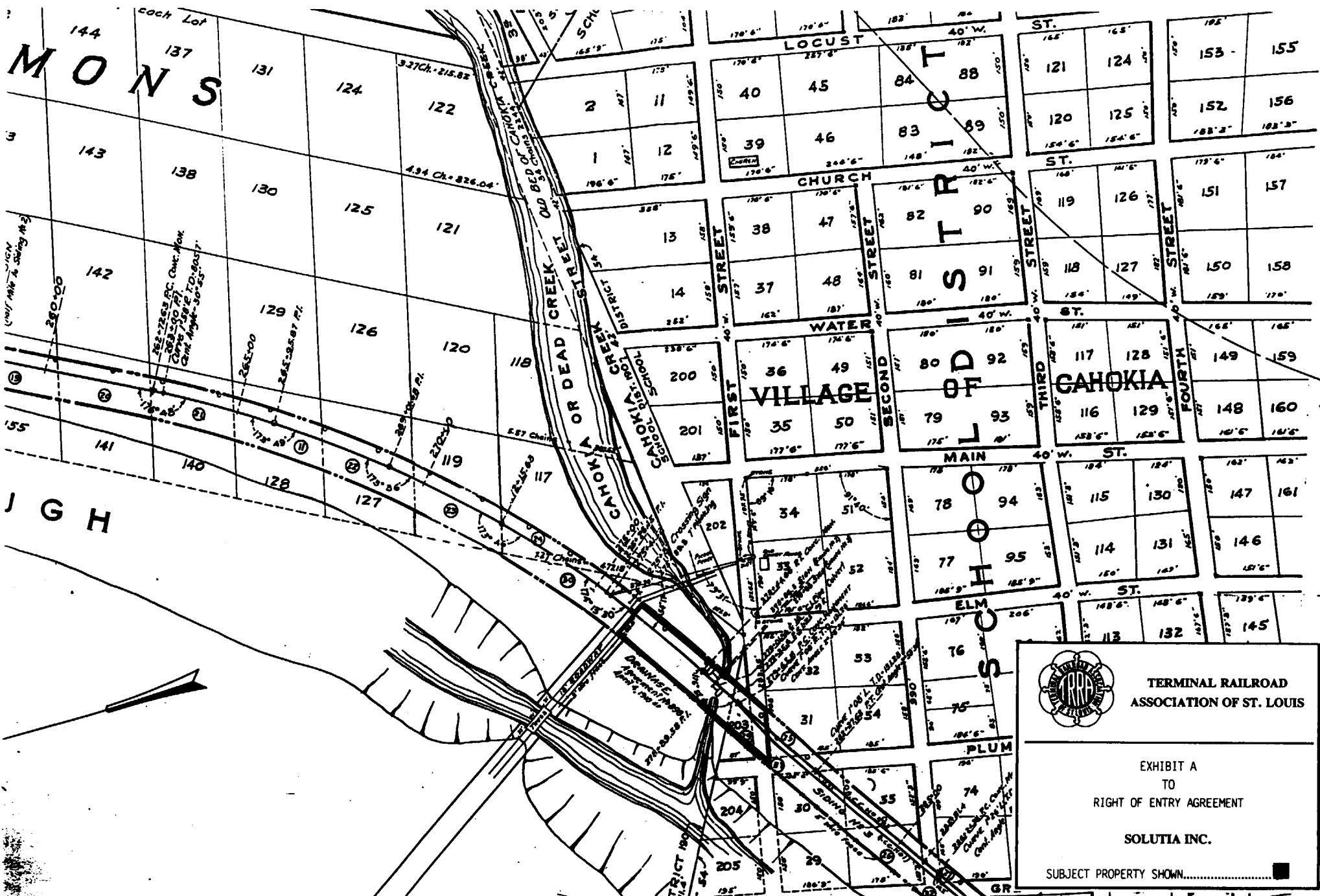
By: _____

D. Michael Light
Manager - Remedial Projects

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS

By: _____

C.R. McQueen
Manager - Engineering Services & Administration



TERMINAL RAILROAD
ASSOCIATION OF ST. LOUIS

EXHIBIT A
TO
RIGHT OF ENTRY AGREEMENT

SOLUTIA INC.

SUBJECT PROPERTY SHOWN.....

EXHIBIT B
LICENSEE'S WORK

Pursuant to a Unilateral Administrative Order ("UAO") issued to Licensee by the U.S. Environmental Protection Agency, Licensee is required to conduct certain removal actions to address the potential migration of contaminants caused by the overflow of waters from Dead Creek and its associated culverts. Under the terms of this UAO, Licensee will be required to make certain stormwater and drainage improvements, including the removal and replacement of the existing culverts at the intersection of the Terminal Railroad and Dead Creek, in Cahokia, Illinois.

- END OF EXHIBIT B -

EXHIBIT C TO RIGHT OF ENTRY LICENSE AGREEMENT - SAFETY INSTRUCTIONS

1. The Licensee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
2. The Licensee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site.
3. The Licensee shall promptly notify the Railroad of any U.S. Occupational Safety and Health Administration reportable injuries occurring to any person that may arise during the work performed on the job site.
4. The Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of the Railroad to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug, narcotic or other substance that may inhibit the safe performance of work by the employee.
5. The employees of the Licensee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective work boots and at least the following protective equipment:
 - (a) Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Licensee's or subLicensee's company logo or name.
 - (b) Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and
 - (c) Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.
6. All heavy equipment provided or leased by the Licensee shall be equipped with audible back-up warning devices.
7. If, in the opinion of the Railroad Representative, any of Licensee's or any of its subLicensee's equipment is unsafe for use on the Railroad's right-of-way, the Licensee, at the request of the Railroad Representative, shall remove such equipment from the Railroad's right-of-way.